

AGREEMENT
BETWEEN
THE BOROUGH OF FORT LEE
AND

**NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
PBA LOCAL NO. 245**

JANUARY 1, 2003 through DECEMBER 31, 2006

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THIS AGREEMENT made this day of , 2002, by and between
the **BOROUGH OF FORT LEE**, a municipal corporation of the State of New Jersey (hereinafter
referred to as the “Borough”), and **NEW JERSEY POLICEMEN'S BENEVOLENT
ASSOCIATION, INC., PBA LOCAL NO. 245** (hereinafter referred to as “PBA”), representative
of certain Police Officers of the **FORT LEE POLICE DEPARTMENT** (hereinafter referred to as
“EMPLOYEES”)

WHEREAS, the parties have by good faith collective bargaining reached an agreement with respect to certain terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I
RECOGNITION

1. The Borough recognizes the PBA as the sole and exclusive representative for full time regular Police Officers of the Fort Lee Police Department, except the Chief, Deputy Chief and Inspector of said Department.

2. The parties recognize and affirm that their relationship is covered by the “New Jersey Employer-Employee Relations Act” as amended and supplemented (N.J.S.A. 34:13A-1, et seq.) and they agree in the conduct and procedures of their collective negotiations to be bound by the rules and regulations of the New Jersey Public Employment Relations Commission. Statutory rights as to certification or decertification of a bargaining unit are maintained.

ARTICLE II

MANAGEMENT RIGHTS

1. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but not limiting the generality of the foregoing, the following rights:

- A. To the executive management and administrative control of the Borough government and its properties and facilities;
- B. To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, and to promote and transfer Employees;
- C. To suspend, demote, discharge or take other disciplinary action for good and just cause according to the law.

2. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under **R.S. 40** and **R.S.11**, or any other National or State laws.

ARTICLE III

RETENTION OF EXISTING BENEFITS AND RIGHTS

Except as otherwise provided herein, including the management rights provision of **Article II**, the privileges and benefits which all Employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the term of this Agreement, and Employees shall retain all civil rights as provided under Federal and New Jersey State laws.

ARTICLE IV

NEGOTIATION PROCEDURES

1. The collective negotiation with respect to rates of pay, hours of work or conditions of employment, shall be conducted by the duly authorized bargaining agent of each of the parties and such additional agents or persons as each of the parties shall designate as its negotiating team.

2. Collective negotiation meetings shall be held at times and places mutually convenient, at the request of either the Borough or the Employees.

3. Employees who may be designated by the PBA to participate in collective negotiations will be excused from Police assignments, provided that their absence from duty will not interfere seriously with the operation of the Borough Police Department in the opinion of the Chief of Police.

4. The duly authorized negotiating agent of either the Borough or the Employees shall not be required to be an Employee of the Borough or a member of the Governing Body.

ARTICLE V

CONTINUED WORK OPERATIONS

There shall be no action by either the Borough or the PBA in violation of any Federal or State Law. There shall be no strikes, lockouts, walkout, sick-outs, retarding of work, slowdown or any stoppage of work or refusal to work by either party or any members, representatives or Officers thereof during the term of the labor contract or pending a decision by the arbitration, Federal or State agency or Court. There shall be no discrimination, interference or coercion by the Borough or any of its agents against any member of the bargaining unit. Bargaining unit membership and the Bargaining unit shall not intimidate or coerce any member of the Bargaining unit into membership or participation in any activity prohibited by this Agreement. Nor will either party or any members, representatives or Officers thereof directly or indirectly aid, or assist any of the aforesaid act.

ARTICLE VI

MEDICAL BENEFITS

1. The Borough shall provide all Employees and members of immediate family with New Jersey Public Employees Standard Blue Cross-Blue Shield Major Medical Plan (1420 Series), including extended Rider "J".

2. The Employer shall provide a program of dental insurance covering the Employee and the Employee's immediate family. The Employer agrees to pay the entire premium cost and the Employee shall not be required to pay any cost. Participation in the plan shall be mandatory. The plan which is to be implemented and maintained shall be the same plan as is currently in effect. This is commonly referred to as the "Delta Plan".

3. If in the event that the present insurance carrier shall refuse to continue to afford said insurance, or in the event that the Borough shall choose to place said coverage with a different insurance company, the transfer to coverage shall be made so that there shall be no interruption of coverage or loss of benefits to any of the Employees or the members of their families. In the event that any change in coverage shall take place, and for any reason whatsoever the benefits of the Employee shall be denied by reason of the change in insurance carriers, then the Borough will reimburse the Employee for said medical bills incurred as a result of the change in insurance carriers.

The Borough shall provide a five (\$5.00) co-payment prescription plan for each covered employee and his/her dependents, but not to exceed a premium cost of more than five hundred (\$541.00) dollars per annum per family. If the premium cost exceeds five hundred (\$541.00) dollars per annum the parties shall meet to discuss changes in the program in order to keep the premium costs no more than two hundred (\$200.00) dollars per annum per family.

ARTICLE VII

HOURS OF WORK

1 The Uniformed Patrol Division shall continue on the present work schedule of five (5) days of work, followed by two (2) days off, followed by five (5) days of work, followed by two (2) days off, followed by five (5) days of work, followed by three (3) days off. Said schedule is commonly referred to as the 5-2, 5-2, 5-3 schedule.

2. The normal work day tour of the Uniformed Patrol Division shall be eight (8) hours, which shall include within the eight (8) hour span, a thirty (30) minute meal time period of the day. Employees covered by this Agreement shall work in non-rotational shift assignments. Shift assignments shall be the result of competitive bidding by seniority of eligible employees. The competitive bidding process shall occur every six (6) months. The only exception to the above stated non-rotational competitive bidding process shall be overriding operational needs of the Police Department as determined by the Chief of Police.

The day shift and afternoon shift shall work five (5) consecutive like tours followed by two (2) days of time off, followed by five (5) consecutive like tours, followed by two (2) days off, followed by five (5) consecutive like tours, followed by three (3) days off. This is commonly referred to as the 5/2, 5/2, 5/3 work schedule. The night shift (any shift starting on or after 1800 hours) shall work five (5) consecutive like tours followed by three (3) consecutive days off, followed by five (5) consecutive like tours, followed by two (2) days off, and so on. This is commonly referred to as the 5/3, 5/2, work schedule.

Investigative positions shall work the 5/3, 5/2 work schedule outlined above.

3. (a) Briefing time shall be within the eight (8) hour tour of duty and not start at a quarter ($\frac{1}{4}$) to the hour of each tour of duty.

(b) The first half ($\frac{1}{2}$) hour after the completed tour of duty shall not be considered for any compensation. In no way shall a member be made to work past his/her tour of duty because of the on-coming tour's briefing time. If overtime exceeds the first half ($\frac{1}{2}$) hour, the Employee will be paid for the preceding half ($\frac{1}{2}$) hour and then in blocks of fifteen (15) minutes thereafter.

(c) All time thereafter shall be compensated at one and one-half ($1\frac{1}{2}$) times the straight base hourly rate.

4. Other divisions of the Fort Lee Police Department shall continue to work their eight (8) hour tours pursuant to past scheduling practices. Work in excess of the Employee's regular eight (8) hour tour or work in a regularly scheduled day off shall be considered as overtime, subject to **Article XII (2)**.

5. Past practices with regard to meal and rest periods shall continue.

ARTICLE VIII

HOLIDAYS

The Employee shall have thirteen (13) paid holidays each year.

The holidays shall be compensated as thirteen (13) working days off or as thirteen (13) days of pay at the straight time rate.

(A) Each Employee, if required to work a holiday by the Employer, shall have the option of taking all or part of the holiday worked, as either time off or paid compensation. If the time off is elected then the Employee shall schedule the time off pursuant to established Departmental procedures. If the Employee elects paid compensation, then the Employer shall be notified that such elected remaining time off is to be compensated as paid compensation. Said election to receive paid compensation shall be given to the Employer not later than the first day of November in each respective year.

(B) The thirteen (13) holidays shall be those as specified in **Appendix B**. If an Employee takes off on any of the designated holidays, it shall be charged to him as a holiday. It shall not be chargeable as, and shall not be taken as, a vacation day, personal day, shooting day, comp. day, etc. Failure to notify the Employer by November 1st shall indicate that the Employee will not receive paid compensation, but rather elect to take time due, which is to be schedule pursuant to established Departmental procedures between the period from November 1st to December 1st of the current year. When the election to receive paid compensation is made by November 1st, said compensation will be paid not later than December 16th of that year, at the salary prevalent at the time the holiday was worked. Holidays shall not be carried into the succeeding calendar year.

(C) Two (2) holidays that fall within the period of November 1st and December 31st of the current year shall be treated as follows:

When the election to receive paid compensation is made, the Employee shall notify the Employer prior to December 31st of the current year and shall receive compensation no later than the second payroll in January of the following year at the salary rate prevalent at the time the two (2) holidays were worked. If the Officer takes either or both of the two (2) holidays that fall between November 15th and December 31st (Thanksgiving and Christmas), they shall be deducted from the holidays that are held back for payment in January and not deducted from the holidays that are paid in December.

(D) If an Employee takes off on any of the designated holidays it must be designated in this Agreement as a holiday ("Holiday"). An Employee shall not take a vacation day, personal, shooting, comp. day, etc. An Officer can still take his thirteen (13) Holidays off at any other time during the year. If an Employee calls in sick on a Holiday he/she will be charged with a Holiday unless he/she is sick for a period of three (3) working or off-duty days or more. If a Holiday falls in any part of a vacation period granted to an Officer as set forth in **Article IX**, the Officer will be charged a vacation day. Seniority will be the criterion up to twenty-one (21) days prior to a holiday request. Inside the twenty-one (21) days it will be a first-come, first-served situation to be off the Holiday. If an Employee used all of his/her holidays prior to an upcoming Holiday, he/she will be told to use other time off (shooting day, vacation day, personal, etc.) to be off on the Holiday.

ARTICLE IX

VACATIONS

1. Each full time Employee shall be entitled to the following vacation schedule:
 - (1) First Year - One (1) working day per full month of service.
 - (2) From One (1) Year to Sixty (60) Months - Fourteen (14) working days.
 - (3) From Sixty-One (61) Months to One Hundred Twenty (120) Months - Sixteen (16) working days.
 - (4) From One Hundred Twenty-One (121) Months to One Hundred Eighty (180) Months - Twenty (20) working days.
 - (5) From One Hundred Eighty-One (181) Months and Over - Twenty-two (22) working days.
2. Vacation leaves may be accumulated for use in not more than two (2) subsequent calendar years.

ARTICLE X

DEATH LEAVE

In the event of death of any member of the immediate family of any Employee, and after notifying his Commanding Officer, said Employee shall be granted three (3) working days leave of absence with full pay. "Member of the immediate family of an Employee" hereby includes, and is limited to: wife, husband, grandparent, parent, step-parent, foster parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, child, stepchild, foster child, son-in law, daughter-in-law, grandchild.

ARTICLE XI

SICK LEAVE PAYMENT AT RETIREMENT

The Borough agrees to pay, upon voluntary retirement or resignation of any Employee, an amount equal to one-half ($\frac{1}{2}$) of the unused sick leave days accumulated by said Employee since January 1, 1964 up to a maximum of one hundred eighty (180) days.

ARTICLE XII

WAGES

1. The parties herein agree to the Wage Schedule (appended hereto as **Appendices A-1 and A-2**).
2. There shall be a ten (10%) percent rank differential for Sergeants, Lieutenants and Captains. Sergeants will receive one hundred ten (110%) percent of the Patrolman rate, Lieutenants will receive one hundred ten (110%) percent of the Sergeant's rate and Captains will receive one hundred ten (110%) percent of the Lieutenant's rate.

ARTICLE XIII

OVERTIME

1 Subject to the provisions of the following section, the Borough shall pay overtime to Employees at the rate of time and one-half (1½). No Employee above the rank of Lieutenant shall be entitled to overtime payments.

2. Overtime payments shall be calculated by dividing the Employee's annual base wage by two thousand eighty (2,080) hours and then multiplying that rate by one and one-half (1.5).

3. The Borough shall endeavor to afford all eligible Officers equal opportunities for earning overtime payments.

ARTICLE XIV

COURT TIME

1. All Court appearances in Municipal, County or Superior Court, Grand Jury or New Jersey Motor Vehicle Drunk Driving hearing, shall be compensated at the time and one-half (1½) rate for hours worked, with a minimum guarantee of three (3) hours for Court appearances.

2. Administrative proceedings, including Fort Lee disciplinary proceedings, shall be governed by past practice.

3. All work related appearances shall be covered by this **Article**.

4. The administration of the three (3) hour minimum guarantee shall be guided by the following examples:

A. Where an Officer completes two (2) appearances within a contiguous three (3) hour period then said Officer shall receive three (3) hours of overtime pay.

B. Where an Officer is required to attend a second court appearance within said same three (3) hour period and where the second appearance results in the Officer working for more than three (3) hours then the Officer shall be paid for the actual time worked beyond the three (3) hours.

C. Where the second court appearance is not contiguous with the initial three (3) hour minimum then the Officer shall receive a second three hour court time minimum.

ARTICLE XV

ROTATIONAL OUTSIDE EMPLOYMENT

All outside employment shall be made equally available to Employee eligible to receive outside employment. This equal opportunity for outside employment shall not apply where there is an outside person involved, dealing through the Police Department, who rejects an otherwise eligible Employee.

ARTICLE XVI

SALARY GRADES

Employees covered under previous contracts shall continue to reach top grade Patrolman pursuant to the provisions of the contract in effect at the time each was hired. The prior step advancement procedures will be followed. All Police Officers hired during the period the within Agreement is in force shall move up one (1) grade on each anniversary date of employment, so that a Police Officer shall reach First (1st) Grade after completion of three (3) years of employment. (Except that a new Police Officer who has successfully completed academy training, medical and psychological exams and a background check, will upon assuming his/her regular police duties be advanced to Police Officer Fourth (4th) Grade or Police Officer Fifth (5th) Grade when hired after January 1, 2002, as soon as is practicable.)

ARTICLE XVII

PERSONAL LEAVE

Every Employee shall be entitled to maximum of two (2) personal leave days with pay. Unused personal leave days may not be accumulated from year to year. An Employee shall not be required to give any reason or explanation for the taking of a personal leave duty with pay as allowed herein. The Borough reserves the right to approve personal leave requests based upon the operational needs of the Police Department as determined by the Shift Administrative Supervisor or Detective Supervisor. Coverage for approved schools or training shall not be a reason for denial of personal day use.

ARTICLE XVIII

NON BINDING FORUM

On the premise that both parties would benefit from increased communication, the parties agree to set up a joint committee, the purpose of which shall be to present a form for increased communication between the parties on matters of joint concern.

The Committee to be designated "Joint Communication Committee" shall be composed of three (3) Borough representatives including the Borough Administrator and three (3) Employee appointees. The Committee shall meet approximately every six (6) weeks.

It is expressly understood that this is not a negotiating forum, nor is this Committee intended in any way to supplement, replace or interfere with the Grievance Procedures set forth below. The actions of this Committee are intended to be informal only, and no action or decision of this Committee can be legally binding on either party.

ARTICLE XIX

MEDICAL COVERAGE AFTER RETIREMENT/DISABILITY

Whenever an Employee has served twenty-five (25) years or more with the Borough, the Borough shall provide such Employee (and his or her dependents) with medical benefits under and pursuant to the State Health Benefits Program (Chapter 88 of Public Law 1974).

This is intended to include those Employees who retired on disability pensions to the extent said coverage is afforded under Chapter 88 of Public Law 1974.

The Borough reserves the right to obtain equivalent medical benefits coverage through a private carrier, but in no event can the Borough be liable to any Employee for reimbursement or payment of medical bills beyond the extent of coverage afforded by the State Health Benefits Program.

ARTICLE XX

VOLUNTARY DEFERRED COMPENSATION PLAN

The Borough of Fort Lee hereby agrees to adopt and make applicable to all Employees covered hereunder the provision and regulations governing the creation, implementation and operation of the Municipal and County Deferred Compensation Plan, as set forth in **Public Law 1977, Chapter 381**.

It is understood that each individual Employee covered hereunder may elect whether or not to participate in said Plan. Each individual Employee further reserves the right, within the limitations of the law, to decide on the amount of his contribution.

The Borough of Fort Lee makes no monetary contribution to this Plan.

ARTICLE XXI
LIFE INSURANCE

The Borough shall provide at its cost and expense, life insurance, with any insurance company licensed to do business in the State of New Jersey, in the amount of Ten Thousand (\$10,000.00) Dollars. The policy shall be such that the benefits of Ten Thousand (\$10,000.00) Dollars shall be paid to any Employee or his designated beneficiary, in the event of said Employee's death for any cause or reason.

The Borough shall continue to provide each retired Employee who has served twenty-five (25) years or more with the same benefits until the retired Employee's sixty-fifth (65th) birthday. Retirement for purposes of this **Article** shall mean retirement under the State of New Jersey Pension plans for Police Officers, regular or disability.

ARTICLE XXII

WORK INCURRED INJURY

1. Where an employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough.

2. The Employee shall be required to present evidence by a certificate of a treating physician that he is unable to work and, the Borough may reasonably require the said Employee to present such certificates from time to time. The Borough, at its option, may require the Employee to be examined by a physician of the Borough's selection at the Employer's expense.

3. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, or if there is a dispute as to the causal connection, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or by the final decision of the last reviewing Court shall be binding upon the parties.

4. For the purposes of this Article, injury or illness incurred while the Employee is attending a Borough-sanctioned training program, shall be considered in the line of duty.

5. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate

Workers' Compensation judgment, or, if there is an appeal therefrom the final decision of the last reviewing Court.

6. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties, during the period of one (1) year as provided in Subsection (1) hereof.

ARTICLE XXIII
CLOTHING ALLOWANCE

The Borough shall pay to each Employee covered by this Agreement a clothing allowance not later than April 15th of each calendar year for the purchase, maintenance and cleaning of uniforms.

The annual clothing allowance shall be seven hundred (\$700.00) dollars for 2003. Effective January 1, 2004 , the clothing allowance shall be seven hundred (\$700.00) dollars. Effective January 1, 2005, the clothing allowance shall be seven hundred (\$700.00) dollars. Effective January 1, 2006, the clothing allowance shall be seven hundred (\$700.00) dollars.

ARTICLE XXIV

LONGEVITY

The longevity paid for the Employee shall be three (3%) percent for each four (4) years of service based upon the Employee's base annual wage rate up to a maximum of fifteen (15%) percent.

Present payroll practice shall continue.

ARTICLE XXV

PAYMENT FOR COLLEGE CREDIT

The Borough acknowledges that the pursuit of higher education benefits not only the Employee but the Borough as well. Therefore, the Borough shall pay, as additional annual compensation to each Employee who has achieved an A.A. Degree in Police Science or related field, the sum of Two Hundred Fifty (\$250.00) Dollars; and to each Employee who will have achieved a B.A. Degree in Police Science or related field the sum of Five Hundred (\$500.00) Dollars. Payments under this clause shall be made in the first pay period in June of each year.

Monies due Employees earning Degrees pursuant to this **Article** shall be paid to the Employees for the year in which the Employee earned the Degree and thereafter. Full payment shall be made for the year in which the Degree was earned, regardless of when during the year the Degree was actually earned.

ARTICLE XI

GRIEVANCE PROCEDURE

1. For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement the parties adopt the following procedures which shall be kept as informal as may be appropriate.

2. This Grievance Procedure shall cover issues of application or interpretation of this Agreement, and, is meant to provide means by which Employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

(A) STEP ONE

An Employee with a grievance shall within ten (10) calendar days of the occurrence of the event grieved present the same to his immediate supervisor. After full disclosure of the facts surrounding the event being grieved, the immediate superior must make every earnest effort to reach a satisfactory settlement with the Employee and Griever. The immediate supervisor shall render a decision within three (3) calendar days of his/her receipt of the grievance.

B. STEP TWO

In the event the grievance is not resolved in STEP ONE, the employee shall reduce the grievance and decisions respectively to writing and file same with the Captain or person in charge of the unit to which the Employee is assigned within three (3) calendar days of his/her receipt of the matter and all reports related thereto. The Captain shall respond within three (3) working days.

C. STEP THREE

In the event the grievance is not resolved in STEP TWO, the matter and all reports shall be submitted to the Chief of Police within three (3) calendar days for his determination in writing within five (5) calendar days of his receipt of the matter and all reports related thereto. In the absence of the Chief the grievance shall be presented to the Ranking Officer in charge of the Department for determination.

D. STEP FOUR

If the Employee wishes to appeal, the determination of STEP THREE proceeding, he/she should within five (5) working days submit the grievance in writing together with description of prior steps to the Borough Administrator who shall decide the matter within (10) working days of the presentation to her.

E. STEP FIVE

If the Employee or PBA wishes to appeal the determination of the Borough Administrator, the he/she shall within five (5) working days of the Administrator's determination file said appeal with the Mayor and Council by filing his appeal with the Borough Clerk, as agent for Mayor and Council. The Mayor and Council shall respond within fifteen (15) working days.

F. STEP SIX

1. If the grievance is not settled through the preceding steps, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after determination of the STEP FIVE preceding. The Arbitrator or Arbitrators shall be selected in accordance with the rules of PERC and

the expense of the Arbitrator shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his/her presentation.

2. The Arbitrator or Arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or she shall have no authority to modify or later in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the Arbitrator shall be final and binding.

3. It is agreed between the parties that no Arbitration hearing shall be held until after the expiration or at least thirty (30) days after the decision rendered by the Mayor and Council.

Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission.

4. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any such grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to

extend or contract the time limits provided for in the Grievance Procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

ARTICLE XXVII

OFF DUTY POLICE ACTION

Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

(A) Any proper and responsible action taken by a member of the force on his time off where the circumstances necessitated prompt Police action which would have been taken by an Office on active duty if present or available, shall be considered Police action, and the Employee shall have all the rights and benefits concerning such action as if he were then on active duty.

(B) In all such circumstances the Employee shall promptly report such action to the Chief of Police or his designees.

(C) Compensation for action under the clause shall be considered as included in the base annual wage. Additional compensation (overtime) shall be paid when an arrest is made within the Borough or emanating within the Borough or in the discretion of the Chief of Police when the Police Officer is requested to report to Headquarters to prepare reports on his off duty time.

N.J.S.A. 40A:14-152.2 is incorporated by reference into this Article.

ARTICLE XXVIII

SUGGESTION BOX

The Borough will provide the Employees with a suggestion box for suggestions by the Employees for the better management of the Police Department.

ARTICLE XXIX

PAYROLL DEDUCTIONS

The Borough will provide the Employees with the right to have PBA due and payroll deduction, or U.S. Saving Bonds or for whatever other kind of plan or service the banking institution may afford, taken directly from salary at an Employee's request.

ARTICLE XXX

PBA CONVENTION

The Borough shall every year pay the total sum of Five Hundred (\$500.00) Dollars to the President and Delegate of the PBA Local No. 245 for attendance at the PBA convention and expenses in connection therewith. Proof of such obligations shall be presented upon return from the convention.

ARTICLE XXXI

MARKSMANSHIP

Employee shall receive additional vacation days each year by qualifying in a program of marksmanship approved by the Chief of Police as follows: Each Employee who receives an average rating of expert during any calendar year shall receive an additional vacation day for that year. Each Employee who receives an average rating of Distinguished Expert during any calendar year shall receive two (2) additional vacation days for that year. The pistol team captain or his designee may be excused from his assigned duties in the discretion of the Chief of police to supervise shooting meets.

ARTICLE XXXII
MISCELLANEOUS

1. In all references to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular form shall be deemed to refer to and include the appropriate gender or number, as the text may require.

2. All the terms, covenants and conditions herein contained shall inure to the benefit of and shall bind the respective parties hereto, their legal representatives, successors and assigns.

3. The Borough and the Employees shall meet with the Municipal Court Judge to arrange the scheduling of Municipal Court appearances so that as nearly as possible, Police Officers are not required to appear other than during a tour of duty.

4. Employees shall not be required to be residents of the Borough unless otherwise required by law.

5. Individuals who are currently in a military reserve organization or the National Guard are to continue to receive benefits in accordance with the parties past practice.

Individuals who join a military reserve organization or the National Guard after the date of May 1, 1988 will only receive benefits in accordance with applicable law.

6. The parties agree that upon completion of the new police building, currently in progress, a gym area shall be provided and properly equipped. Thereafter, the Borough shall not be obligated to pay for physical fitness clubs or other physical fitness expenses of the officers.

7. The parties agree to be bound by the terms of the K-9 agreement. A copy of said agreement is annexed as **Appendix C**.

ARTICLE XXXI11

OFF DUTY EMPLOYMENT

1. The Employer shall not require the signing of a hold harmless clause as a condition precedent to any outside employer hiring an off duty Police Officer.
2. This **Article** shall not impair **Borough Ordinances Nos. 76-5 or 78-21**.

ARTICLE XXXXIV

DISCIPLINARY PROCEDURE

1. Disciplinary procedure and procedure for investigation shall be controlled by **Fort Lee Police Department Procedures 2-5, 2-6, and 2-7 (P.D.I. 2-5, P.D.I. 2-6 and P.D.I. 2-7).**

Changes may be made pursuant to law.

ARTICLE XXXV

PBA BUSINESS

1. PBA Officers, President, two (2) Vice-Presidents, Financial Secretary, Recording Secretary, State Delegate, Treasurer, three (3) Trustees, Sergeant of Arms, shall be allowed time off to attend regular monthly local, State PBA and Bergen County Conference meetings upon prior notice to the Chief and so long as, in the opinion of the Chief, it is not damaging to the operation of the Department.

ARTICLE XXXVI

EFFECTIVE DATE AND DURATION

1. In the event that the parties do not enter into a new Agreement on or before midnight December 2006, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

2. All notices shall be served by either party on the other stating such intention to terminate or amend this Agreement and shall be sent by certified mail, return receipt requested, in the case of the Borough, to the Borough Clerk at the Borough Hall; and in the case of the PBA, to PBA Local No. 245 c/o Fort Lee Police Department, Fort Lee, New Jersey.

3. Negotiations for a successor Agreement shall be conducted pursuant to New Jersey State law and the rules of the New Jersey Public Relations Employment Commission.

ARTICLE XXIII

REPRESENTATION FEE IN LIEU OF DUES

Pursuant to N.J.S.A. 34A:14A-5.5 through N.J.S.A. 34A:14A-5.9, the Borough of Fort Lee agrees commencing January 1, 1981 to withhold 85% of the regular membership dues charged by the PBA to its members, from the salaries of those Borough employees covered by this Agreement who have not executed authorizations permitting the Borough to withhold the full amount of the PBA's dues, and shall forward that amount to the PBA, provided the PBA complies with the requirements of the same statute.

ARTICLE XXXVIII

BULLETIN BOARD

1. The Borough shall supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.
2. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of the Employees.
3. No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

ARTICLE XXXIX

DATA FOR FUTURE BARGAINING

1. The Borough agrees to make available to the Association all relevant data the Association may require to bargain collectively.
2. The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough personnel, the cost of various insurance and other programs, information concerning overtime worked by Police Officers, the total number of sick leave days utilized by Police Officers, the total number of IOD's, the total length of time lost as a result of IOD's and other data of a similar nature.

ARTICLE XL

EMERGENCY MEDICAL TECHNICIAN

All persons covered by this Agreement who are or hereafter become certified as Emergency Medical Technician (E.M.T.) shall receive an annual extra stipend of Five Hundred (\$500.00) Dollars per year. Said annual stipend shall be paid in the first pay period of June of each year. Full payment shall be made for the year in which the certification was earned regardless of when during the year the certification was actually earned.

ARTICLE XLI

SENIORITY

Seniority for vacation selection and all other Departmental selection purposes shall be determined based upon time spent on the Fort Lee Police Department as a full time law enforcement officer.

ARTICLE XLII

LEGAL REPRESENTATION

1. The Borough of Fort Lee shall provide legal representation to Employees covered by this Agreement pursuant to law.
2. In circumstances where legal representation is to be provided, the Employee shall have the right to select the attorney who will represent him/her.
3. The hourly rate for attorneys selected shall be not more than Eighty (\$80.00) Dollars per hour.

ARTICLE XLIII

SAVINGS CLAUSE

1. It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be held to be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

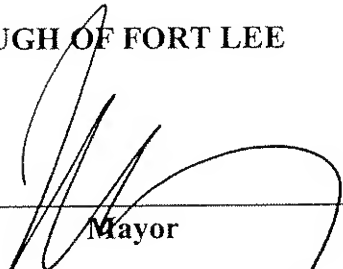
2. Except otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

IN WITNESS THEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized Officers or representatives on the day and year first above set forth.

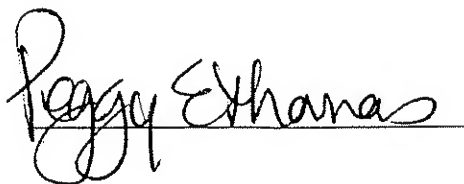
ATTEST:

By: 

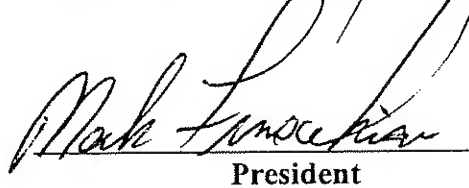
BOROUGH OF FORT LEE

By: 
Mayor

ATTEST:



FORT LEE PBA LOCAL NO. 245

 5/28/02
President

APPENDIX A-1

WAGE SCHEDULE

<u>Rank</u>	Eff. <u>1/1/03</u> (4%)	Eff. <u>1/1/04</u> (3¾%)	Eff. <u>1/1/05</u> (3½%)	Eff. <u>1/1/06</u> (3½%)
Patrolman:				
Academy	\$28,920	\$30,005	\$31,055	\$32,141
4 th Grade	\$61,290	\$63,588	\$65,814	\$68,117
3 rd Grade	\$67,040	\$69,554	\$71,988	\$74,508
2 nd Grade	\$72,547	\$75,268	\$77,902	\$80,629
1 st Grade	\$81,799	\$84,866	\$87,836	\$90,910
Sergeant	\$89,978	\$93,352	\$96,619	\$100,001
Lieutenant	\$98,977	\$102,689	\$106,283	\$110,003
Captain	\$108,874	\$112,957	\$116,910	\$121,002

APPENDIX A-2

WAGE SCHEDULE

(EMPLOYEES HIRED ON OR AFTER 1/1/02)

	Eff. <u>1/1/03</u> (4%)	Eff. <u>1/1/04</u> (3¾%)	Eff. <u>1/1/05</u> (3½%)	Eff. <u>1/1/06</u> (3½%)
Academy	\$28,920	\$30,005	\$31,055	\$32,141
5 th Grade	\$40,970	\$42,506	\$43,994	\$45,534
4 th Grade	\$46,994	\$48,756	\$50,462	\$52,228
3 rd Grade	\$54,225	\$56,258	\$58,228	\$60,266
2 nd Grade	\$66,275	\$68,760	\$71,167	\$73,658
1 st Grade	\$81,799	\$84,866	\$87,836	\$90,910
Sergeant	\$89,978	\$93,352	\$96,619	\$100,001
Lieutenant	\$98,977	\$102,689	\$106,283	\$110,003
Captain	\$108,874	\$112,957	\$116,910	\$121,002

APPENDIX B

HOLIDAYS

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Easter
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Election Day
12. Thanksgiving Day
13. Christmas Day

APPENDIX C

K-9 AGREEMENT

AGREEMENT

In consideration for the promises set forth herein, the parties agree as follows:

1) This Agreement among the Borough of Fort Lee, ("Borough"), PBA Local 245, ("PBA"), and Police Officers Michael Papachristou (Badge #167) and Terence McCabe (Badge #209) encompasses the complete and binding Agreement of the parties signatory hereto, with regard to all issues and entitlements, past, present and future, concerning wages and other terms and conditions of employment of Borough police officers assigned as K-9 dog handlers (the "Agreement"). This Agreement shall also be applicable into the future and govern the wages and terms and conditions of employment of new and existing Borough police officers assigned as K-9 dog handlers, ("K-9 Officers").

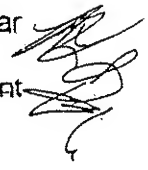
2) The K-9 Officers Michael Papachristou and Terence McCabe, hereby represent that, after consultation with attorney(s) of their own choice, that they do not have any past or unpaid current claim for compensation against the Borough in connection with or related to the duties as Borough K-9 Officer(s) and further that they waive and release any such claim(s) against the Borough, whether known or unknown.

3) While on-duty, K-9 Officers will be paid the same wages and be governed by the same rules and terms and conditions of employment as other police officers employed by the Borough, except to the extent same are modified by the terms of this Agreement.

4) a) Effective upon execution of the Agreement, the Borough will pay canine officers at an hourly rate of pay of \$8.00 for all time which is spent outside of the scheduled tour of duty providing home training, care and maintenance for and to the dog assigned to that officer by the Borough (the "K-9 Hourly Rate"). All parties further agree that compensation for off-duty time to provide for the training, care and maintenance of the assigned dog shall be limited to one hour per day, seven days per week, unless the Chief

of Police or his designee shall give prior written approval to the K-9 Officer for some greater period of time. Such approval shall be given only on a day-to-day basis. Hereafter, any modification to the established off-duty hourly rate of pay for K-9 Officers shall be subject to collective negotiations between the Borough and the PBA, commencing January 1, 1999.

b) The compensation set forth above shall be a stipend and the Borough shall issue each K-9 Officer an annual IRS Form 1099.

c) The above-stated stipend shall be payable in accordance with the Borough's now or future periodic pay check schedule, by a Borough check. Alternatively, at each K-9 Officer's sole election, indicated annually to the Police Chief in a signed and dated writing, delivered each succeeding January, the said stipend compensation may be paid as "compensatory time." The amount of compensatory time attributable to the said stipend compensation shall be ^{FOR THE LIFE OF THE INSTANT AGREEMENT, EQUAL TO} ~~determined by dividing the K-9 Hourly Rate, by the regular~~ ^{1/4 HOUR OF COMP. TIME, IN LIEU OF THE PAYMENT OF THE K-9 Hourly Rate,} ~~police officer's rate of pay (e.g., \$8 ÷ \$32 = 1/4 hour of compensatory time in lieu of payment~~ ^{of K-9 Hourly Rate).} 

5) The Borough shall immediately establish appropriate time sheets for K-9 Officers to complete, certify as true and correct and submit to the Chief of Police or his designee, on a bi-weekly basis, to explain and record all time spent outside the K-9 Officer's scheduled tour of duty, involving the training, care and maintenance of the dog assigned to the K-9 Officer. The unexcused failure of a K-9 Officer to timely submit complete time sheets shall be deemed neglect of duty and no payment will be made for a given period until and unless such time sheets are submitted.

6) The work schedule of K-9 Officers shall generally be governed by Article VII, Hours of Work, in the contract between the Borough and the PBA, except that K-9 Officers shall, at the Chief of Police's sole option, be separately scheduled; shift assignments shall

not be bid by seniority; and the Chief of Police or his designee, at his sole discretion, may modify shift assignments, with 48 hours notice to the K-9 Officer(s), without incurring any premium or overtime pay or compensation obligation to the K-9 Officer. K-9 Officers shall not be used to replace or diminish regular overtime opportunities, i.e., overtime opportunities which the Chief or his designee determine do not require K-9 dogs and officers.

7) K-9 Officers who are called back to duty in an unscheduled work period shall be compensated with a minimum of 4 hours of overtime pay, to be taken as pay or time-due. In the event that any one or more call-backs in any 24-hour period require the K-9 Officer to work more than 4 hours, he or she shall be paid in accordance with the collective bargaining agreement then in effect. Travel time from a call-back is not compensable time. K-9 Officers held over from normally scheduled tours of duty shall be paid on an hourly or portion thereof basis, in accordance with existing practices.

8) a) The Borough shall be responsible for all job related expenses, reasonably incurred, regarding the maintenance, care and training of canines, subject to prior approval from the Chief of Police. Such expenses include, but not limited to, the provision of training aids, narcotics towels, medical care, liability insurance (on and off duty), grooming costs, certification fees, costs of food, etc. The Borough shall provide purchase orders to the extent possible to cover such expenses. If it is impossible to provide a purchase order for a particular expense, a voucher system shall be used instead.

b) The Borough may, as its sole option, designate vendors which shall be the sole and exclusive suppliers of designated goods, services and equipment for the K-9 Officers and/or their assigned dogs. Notwithstanding the foregoing, in the event of a serious injury to a K-9, the K-9 Officer may bring the dog for emergency treatment to the care facility which is closest to the scene and is equipped to best treat the K-9. However, if the Borough

designates an available care facility, that choice shall not be disregarded without good and sufficient cause.

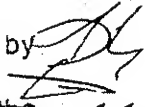

c) K-9 Officers shall receive the same uniform allowance as provided to other police officers.

d) Neither the Borough or its insurer shall be responsible for any damage caused by the assigned dog to the personal or real property (or other property interest) of the K-9 Officer or that of members of or invitees to his/her household.

e) It shall be the duty and the responsibility of each K-9 Officer to take reasonable and prudent steps, both on and off duty, to prevent injury to the assigned dog and injuries or damages which may be caused by the assigned dog, to the property or person of others.

9) If or when the K-9 Program is disbanded or an assigned dog is retired from duty, each K-9 Officer to whom said dog was assigned shall be permitted to purchase his/her retired dog in accordance with N.J.S.A. 40A:11-36 for a price not to exceed \$250. Fair market value is stipulated to be \$2,400 for a new K-9 dog. Retired K-9 dogs shall only be used as house pets of the Officer purchasing the dog. No other use, employment or transfer of the retired dog shall be made. Any such offer of purchase must include the written, dated and executed agreement of the proposed purchaser and proof of best efforts to obtain affordable liability insurance, on terms and in an amount sufficient to enable the Officer to indemnify, defend and hold harmless the Borough, its employees, representatives, etc., from any and all claims and damages alleged to have been caused by the previously assigned dog or its owner, in connection with the dog to the person or property of the bidder/proposer or others.

10) The parties agree that the above paragraphs of this Agreement, except for Paragraph(s) #11 and #12, shall be incorporated as an Addendum to the existing collective negotiations agreement and specifically included as a separate provision in the successor collective negotiations agreement between the parties. Each party represents that the expenditures/costs savings related to or resulting from this Agreement shall not be introduced as evidence in support of either party's position in collective negotiations and/or interest arbitration regarding a successor agreement. However, the K-9 Hourly Rate may be a subject of bargaining/interest arbitration in any current or future proceedings.

11) Despite the representations contained in Paragraph #2 hereof, the Borough agrees to pay K-9 Officers Michael Papachristou and Terence McCabe the sum of One Hundred Dollars (\$100) and K-9 Officers Michael Papachristou and Terence McCabe agrees to accept said payment, as full and complete compensation for any pay, other compensation or damages which the Borough may owe to him/her/them under the U.S. Fair Labor Standards Act and any other law, within thirty (30) days from the execution hereof by  all parties in full and complete release, settlement and compromise by the ~~PBA~~ and the  named police officer(s) of any such claims.

12) The K-9 Officers Michael Papachristou and Terence McCabe, their dependents, successors, heirs, executors, administrators and assigns, and each of the, hereby fully and forever releases and discharges the Borough as well as its agents, officers, directors, employees, successors, assigns, insurers and attorneys, and each of them, of and from any and all claims, rights, actions, causes of action, obligations, debts, interest, damages, charges, losses, debts, demands of any nature, whether arising in law or in equity, relating to the compensation and expenses which the Borough may owe to them with respect to the training, care and maintenance of his/her/their assigned dogs.

13) It is the intention of the parties hereto that this Agreement shall be effective as a full and final accord and satisfaction and release of each and every released matter, including all unknown and/or unsuspected claims. In connection with this waiver, each party hereto acknowledges that facts in addition to or different from those presently known may later be discovered which relate to the subject matter of this Agreement. The parties also recognize the possibility that, in the future, damages that are not currently known may be suffered in relation to matters released in this Agreement. Notwithstanding these possibilities, it is each party's intention to fully, finally and forever settle all released matters, disputes and differences.

14) Each party agrees to bear its/his/her own costs expenses and attorneys' fees incurred in connection with this Agreement.

15) Each party hereto expressly warrants and represents that it/he/she is fully authorized to enter into this Agreement each of its terms, and that it/he/she has not assigned to any other party or person any claims released herein.

16) The K-9 Officers Michael Papachristou and Terence McCabe and the PBA warrant that they have not filed any other lawsuits, charges, complaints, petitions, or other accusatory pleading against the Borough with any governmental agency or in any court, based upon, arising out of or related in any way to any events occurring prior to the execution of this Agreement.

17) This Agreement contains the entire Agreement between the parties hereto with respect to all matters addressed herein, and fully supersedes any and all prior or contemporaneous agreements, understandings or representations, oral or written, implied or express, pertaining to the subject matter hereof. This Agreement may only be subsequently modified by a writing signed and dated by all parties hereto.

18) Each party agrees to do all things necessary to carry out and effectuate the terms of this Agreement, and expressly promises not to do or fail to do anything, directly or indirectly, which will interfere with any other party's realization of the benefits hereof.

19) This Agreement, including the releases herein, shall be binding upon and inure to the benefit of each of the parties to this Agreement and to each of their successors in interest, including heirs and assigns.

20) Each of the parties hereto has been represented by counsel in the negotiating and drafting of this Agreement. Accordingly, the rules and construction of contracts relating to resolution of ambiguities against the drafting parties shall be inapplicable to this Agreement.

21) Any dispute concerning an interpretation, application or violation of this Agreement shall be governed by the grievance and arbitration provisions of the parties' collective negotiations agreement.

22) If for any reason any provision contained in this Agreement is later deemed unenforceable, the remainder of this Agreement shall nonetheless remain binding and enforceable on all parties hereto.

23) This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed an original or the equivalent thereof.

WHEREFORE, each party hereto, by the signatures below, certifies that this Agreement has been read in its entirety, that any questions regarding the meaning or effect of any terms have been answered to their satisfaction, that each party enters into this Agreement with the intent to be fully and forever bound by all of its terms, as of the date set forth opposite their signature below.

FOR K-9 OFFICERS MICHAEL
PAPACHRISTOU AND TERENCE MCCABE
AND PBA LOCAL 245

Dated: 03/01/01

Dated: 03-01-01

Dated: 03-01-01

Handwritten signature
Delegate PRESIDENT, PBA LOCAL 245
Handwritten signature
MICHAEL PAPACHRISTOU
Handwritten signature #209
TERENCE MCCABE

APPROVED AS TO FORM AND CONTENT:

By: *Handwritten signature*
LOCCKE & CORREIA P.A.

erick H. Limsky, Joseph Licata, Esq.
Attorneys For K-9 Officers Michael Papachristou
and Terence McCabe and PBA Local 245

Dated: 3/2/01

Dated: 6/14/02

Dated: _____

FOR THE BOROUGH OF FORT LEE

Handwritten signature: Joseph Thomas

APPROVED AS TO FORM AND CONTENT:

By: *Handwritten signature*
DeCOTIIS, FITZPATRICK, GLUCK
HAYDEN & COLE, LLP
J.S. Lee Cohen, Esq.
Attorneys For The Borough of Fort Lee